

AGREEMENT

BETWEEN

**TOWNSHIP OF MONTCLAIR
ESSEX COUNTY, NEW JERSEY**

AND

**SUPERIOR OFFICERS ASSOCIATION,
LOCAL #53A**

JANUARY 1, 2016 THROUGH DECEMBER 31, 2019

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ARTICLE I
RECOGNITION

The Township of Montclair (hereinafter the "Township" or "Employer") hereby recognizes the Superior Officers Association, Local #53A (hereinafter the "S.O.A." or "Association") as the exclusive representative of all Sergeants, Lieutenants, Captains of the Police Department of the Township, now employed or hereafter employed for the purposes of collective negotiations within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1.1, et seq.

ARTICLE 2
ASSOCIATION SECURITY

A. All Employees covered by this collective negotiations agreement (the "Agreement") who are members of the S.O.A. at the time this Agreement is ratified or who hereafter become members during the term of this Agreement must retain their membership in the S.O.A. for the duration of this Agreement, in accordance with the qualifications noted in this paragraph, by offering to pay regular monthly dues and initiation fees assessed against all members of the S.O.A. Any member may resign from the S.O.A. effective January 1 or July 1, in accordance with the requirements of N.J.S.A. 52:14-14.9e. In the event the member fails to notify the Township prior to January 1, or July 1, of any year to cease dues deductions, such deductions shall continue for the six (6) month period thereafter. Notice of withdrawal must be submitted by the Employee to the S.O.A. in writing and a copy thereof furnished to the Township.

B. Subject to the provisions of N.J.S.A. 52:14-15.9e, upon written authorization by an Employee covered by this Agreement, the Township agrees to deduct twice monthly each

month from the salary of each Employee the sum certified as S.O.A. dues and forward such sum certified as S.O.A. dues to the S.O.A. Treasurer and/or any other duly authorized officer.

C. Agency Shop. Any Employee, covered by this Agreement; who is not a member of the S.O.A., shall authorize the Employer (pursuant to Section B above) to deduct 80% of the S.O.A.'s dues from his/her salary, twice each month. The Employer shall forward such sums to the appropriate S.O.A. officer.

D. Indemnification. The Association shall indemnify, defend and hold the Township harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards as furnished by the Association to the Township, or in reliance upon official notification on the letterhead of the Association signed by the President of the Association advising of such changed deduction.

E. The Association shall provide the Township with its statutorily drafted demand and return system.

ARTICLE 3

UNION BUSINESS LEAVE

A. The Employer shall permit members of the S.O.A. Grievance Committee not to exceed a total of three (3) to conduct the business of the Committee, which consists of conferring with Employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay or compensatory time, provided the conduct of said business does not diminish the effectiveness of the Police Department or require the recall of off-duty officers to bring the Department to its proper effectiveness.

B. The Employer shall permit members of the S.O.A. Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However, only three (3) members of such Committee shall be permitted to attend such meetings without loss of pay or compensatory time subject to the scheduling needs of the Department only if it does not diminish the ranks.

C. The Employer agrees to grant the necessary time off without loss of pay or compensatory time to the President of the S.O.A. or designee to attend any State or National Convention of the New Jersey Policemen's Benevolent Association.

D. The Employer shall grant time off without loss of pay to the President of the S.O.A. or designee to conduct S.O.A. business and to attend State S.O.A. business functions and Credit Union meetings which require their attendance. The Employer further agrees that the said officials shall be granted time off without loss of pay or compensatory time to attend, in an official capacity as representatives of the S.O.A., funerals for police officers who have given their lives in the course of their duties as police officers provided that such attendance does not diminish the effectiveness of the Department or require the recall of off duty personnel.

E. The Executive Board of the S.O.A. shall be granted time off from duty, provided it does not unduly interfere with the operation of the Department, and shall suffer no loss of regular pay or compensatory time for meetings of the Executive Board and with the membership of the S.O.A. when such meetings take place at a time when such officers are scheduled to be on duty.

ARTICLE 4

MANAGEMENT PREROGATIVES

The Employer hereby retains and reserves unto itself, without limitation, all powers,

rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, except as modified or limited by the terms of the Agreement, including, but without limiting the generality of the following rights:

1. To make rules of procedure and conduct and to direct and control the quality of the work required, including the right to hire all employees and to promote, transfer, assign and re-assign employees, subject to the provisions of the Agreement.
2. To make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order and safety, and, after reasonable advance notice of same to employees require compliance, subject to the provisions of the Agreement.
3. To take appropriate disciplinary actions for good and just cause shown, subject to the provisions of the Agreement and of the laws of the State of New Jersey and the United States.

ARTICLE 5

BULLETIN BOARDS, PBA VISITATION AND USE OF ROOM

- A. Subject to prior approval of the Township Manager, which approval shall not be unreasonably withheld, the Township shall permit the S.O.A. through its President or his/her designees, reasonable use of Bulletin Boards in police headquarters for the posting of notices concerning S.O.A. business and activities affecting the welfare of S.O.A. members, excluding political advertisements and/or notices.
- B. An Officer, Bargaining Representative and/or Counsel for the S.O.A. or S.O.A.'s designee may enter the Police Department at reasonable times during working hours for the

purpose of investigating facts relating to Employee grievances or other matters relating to the operation of this Agreement. An Employee-grievant may be released from his\her duty in order to confer with such representative(s) of the S.O.A., subject to the reasonable scheduling demands of the Employer.

C. Where possible, the Township shall provide a room for use by the S.O.A. with the understanding that the use of such room may be terminated if it is needed for Township use.

ARTICLE 6

LONGEVITY

A. All employees hired prior to July 1, 1994 shall be entitled to and be paid longevity pay in addition to his\her base salary as follows:

<u>Year Completed</u>	<u>Percentage of Salary Base</u>
Upon completion of five (5) years	2% of base salary
Upon completion of ten (10) years	4% of base salary
Upon completion of fifteen (15) years	6% of base salary
Upon completion of twenty (20) years	8% of base salary
Upon completion of twenty-four (24) years	10% of base salary

B. All employees hired on or after July 1, 1994 shall be entitled to and be paid longevity pay, in addition to his\her base salary, as follows:

<u>Year Completed</u>	<u>Percentage of Salary Base</u>
Upon completion of five (5) years	1.5% of base salary

Upon completion of ten (10) years	3.0% of base salary
Upon completion of fifteen (15) years	4.5% of base salary
Upon completion of twenty (20) years	6.0% of base salary
Upon completion of twenty-four (24) years	7.5% of base salary

C. New members of the S.O.A. bargaining unit shall have their longevity calculated under the schedule received as a PBA member or the S.O.A. guide, whichever is less. The longevity schedule in the S.O.A. contract shall apply only to those individuals who were members of the bargaining unit on or before September 22, 2011 (the date of ratification of the memorandum of agreement).

D. Continuous service with the Police Department and/or with the Township as part of the Police and Firemen's Retirement System shall be the basis for determining the number of years completed by an employee and for computing longevity.

E. Longevity shall be included with and paid as part of the regular bi-weekly compensation in accordance with past practice.

ARTICLE 7

BEREAVEMENT LEAVE

A. The Employer agrees that each Employee covered by the Agreement shall be granted bereavement leave with pay for five (5) consecutive work days beginning with the day following the date of death of an Employee's spouse, child, brother, sister, mother, father or grandparent.

Leave for three (3) consecutive work days shall be granted on the death of a stepmother, stepfather, mother-in-law, father-in-law or any person making his/her home with the Employee's family to such a degree as to cause him/her to be reasonably construed to be a member of the

family. A fourth (4th) day may be granted at the discretion of the Township after proper application to the Police Chief.

In the event of the death of any Employee's relative of a more remote degree, uncle, aunt, nephew, niece or first cousin, sister-in-law, or brother-in-law, a special leave of one (1) day may be granted upon proper application to the Chief of Police.

Bereavement Leave may be extended at the Chiefs discretion in the event of any extraordinary circumstances.

In no event shall any Employee hereunder be required to return to work prior to interment of the deceased relative, provided such burial is not delayed beyond a reasonable time, nor shall such officer suffer any loss of pay.

B. Bereavement leave will be treated as exclusive of annual leave or sick leave.

C. Reasonable verification of death may be required by the Employer.

ARTICLE 8

HOLIDAYS/COMPENSATORY TIME AND VACATION

A. Every Superior Officer covered by this Agreement shall receive fourteen (14) paid holidays each calendar year in addition to wages. Effective January 1, 2007, seven (7) of the fourteen (14) holidays shall be included with and paid at the Superior Officer's daily rate, equally distributed, as part of the regular bi-weekly compensation, for creditable salary purposes only. Holiday pay shall not be included in the calculation for any rates of pay, including, but not limited to, overtime rates, pay rates, stipends, differentials and daily rates, other than base pay for pension purposes. In lieu of accumulation, Superior Officers may request cash payment for the remaining seven (7) holidays. Compensatory leave days shall be defined as Holiday Leave and Time Owed (T.O.). These days may be accumulated and stored in the Superior Officer's

compensatory leave bank to be utilized as delineated below. The holidays mentioned herein are based on an eight (8) hour day.

B. Superior Officers who have been compensated for overtime in the form of “compensatory time off” shall be afforded an opportunity to take such time in the following manner:

1. Each Superior Officer may take compensatory time off, including Holiday time and T.O. time, up to 18 days per year, provided he/she takes no more than two (2) days at a time and he/she gives at least 14 days written notice to the Chief, stating the day(s) he/she wishes to take. The Chief, at his discretion, may increase the number of days that a supervisor may utilize upon request. Compensatory days utilized in conjunction with the Family Medical Leave Act shall be excluded from the 18 day limit.

2. The 14 day notice requirement will be waived if the request does not incur any additional expense, i.e. overtime for the Township.

3. Any Superior Officer working the shift for another Superior Officer utilizing a time off day will be paid at time and one-half provided such work constitutes overtime for the Superior Officer.

4. Use of compensatory time will not be permitted under the following circumstances:

- a. It creates a vacancy in which personnel must be hired on an overtime basis and no personnel are willing to work the vacant shift.

- b. There exists an unforeseen emergency within the Township that requires the re-call of off-duty police personnel.

5. Restrictions on the use of compensatory time shall be waived for any

supervisor who has notified the Chief of Police with written notice of retirement.

C. No more than three (3) supervisors may be scheduled off through the use of vacation or compensatory leave days per Uniform Division Patrol Shift, per day. Vacation selection shall first be made according to one per rank. After this, any vacation picks shall be submitted in writing based on seniority on a first come, first serve basis. This number is not to be exceeded, except with the expressed approval of the Chief of Police or the Chief of Police's designee. Vacation selections shall be made based on rank first, followed by time in grade. In the event that supervisors of the same rank have the same time in grade, seniority shall be determined based on continuous service with the Employer. In scheduling vacation and/or compensatory time off, the following limitations shall apply:

1. The Chief of Police shall give each Superior Officer the opportunity to utilize his/her annual vacation leave during the calendar year, provided it does not unduly interfere with the operation of the Department. On February 1st of each calendar year, the Police Chief shall request, all Superior Officers to provide their vacation selections. All Superior Officers shall submit their selections to the appropriate shift/bureau commanders no later than February 15th. Failure to make a selection within the time given shall result in such officer losing his/her turn until the next most senior officer makes his/her selection.

2. The Chief of Police shall permit employees covered by the Agreement to split their annual leave once or more, by arrangement with and approval of the Police Chief.

D. All vacation days set forth in Schedule B have been converted to hours based on an 8.25 hour day. If at the end of the calendar year a Superior Officer has less than 11 hours of

unused vacation time remaining, the Superior Officer shall be permitted to carry that time to be used in the following calendar year. During the Superior Officer's last year of service, vacation leave shall be pro-rated if termination occurs due to a reason other than retirement.

E. Investigative Division

For Superior Officers assigned to the Investigative Division vacation selection shall be made within the bureau according to rank and seniority. Due to the specialized nature of assignments within the Investigative Division, there will be a minimum of one Superior Officer working the day tour within the division and one Superior Officer working the evening tour within the division during regularly scheduled shifts.

Any vacation requests that conflict with the minimum staffing within the Investigative Division will be resolved by the Chief of Police.

F. Administrative Offices

Administrative offices staffed with two or more Superior Officers shall make vacation selection according to rank and seniority, with the understanding that at least one Superior Officer shall be scheduled to work during regularly scheduled shifts.

ARTICLE 9

INSURANCE

A. The Employer agrees to provide State Health Benefit Plan (SHBP) or a plan equal to or better than, in sum, for all employees and their dependents as defined under the respective policies of insurance. The Employer also agrees to provide major medical insurance to all employees and their dependents. Each active employee shall contribute 1.5% of base salary

towards health insurance pursuant to P.L.2010, c.2 or the premium contribution required by P.L.2011, c.78, whichever is greater.

B. The Employer agrees to provide dental insurance. The cost of such coverage for each employee and his/her dependents shall be paid in full by the Employer.

C. The Township shall provide short-term disability insurance to employees covered by this Agreement. The short term disability insurance plan will provide disability benefits equal to 66-2/3% of the disabled employee's basic weekly earnings but not to exceed the State maximum required with an exclusion period of 7 days.

D. The Employer will continue the Cafeteria Plan under Section 125 of the Internal Revenue Code currently in effect which permits employees to reduce their compensation to reimburse non-covered medical, dental, and dependent care expenses (i.e., those expenses not covered by present insurance benefits). The Township shall be solely responsible for administering the plan in accordance with applicable laws. In addition, the Cafeteria Plan shall provide that the Employer will match the employee's contribution, dollar for dollar, up to a maximum of \$100.00 per employee.

ARTICLE 10

CLOTHING AND EQUIPMENT MAINTENANCE ALLOWANCE

A. Effective January 1, 2017, all Superior Officers of the Police Department covered by this Agreement shall be entitled to an annual clothing allowance of one thousand one hundred and twenty five dollars (\$1,125.00) per year. The above amount is payable in two (2) equal installments on April 1st and October 1st of each year. Superior Officers who retire from the Police Department shall be entitled to a prorated clothing allowance up to his/her date of retirement or the date of commencement of terminal leave, whichever date is earlier. Superior

Officers who are honorably separated from the department shall be entitled to a prorated clothing allowance up to his/her date of separation for the year which such separation occurs.

B. Damaged Items

1. Any uniform damaged in the line of duty, which is not repairable will be replaced by the Employer, provided that the Chief determines that such uniform is not repairable, and provided further that such uniform was not yet ready for replacement through normal wear and tear.

2. Any personal items of any officer, damaged in the line of duty, shall be replaced or repaired, as the case may be, at the discretion of the Chief, by the Employer, without limitation as to the cost, except reimbursement for wrist watches shall be limited to \$50.00 and for eyeglasses shall be limited to \$150.00 per set of eyeglasses. The Employer agrees to pay for such replacement or repair within thirty (30) days from date of reported loss.

C. In the event the Employer orders a change in the standard uniforms or equipment to be worn by some or all Superior Officers, the Employer shall issue such new item or items to all Superior Officers and such item or items shall become part of the standard issue.

D. Employer shall provide shoulder patches for each Superior Officer at the Employer's sole expense.

E. Whenever a Superior Officer shall be promoted to a next higher grade in rank, any additional uniforms required by such new rank shall be provided by the Employer, at no cost to the Superior Officer.

ARTICLE 11

LEGAL ACTION AGAINST POLICE OFFICERS

A. Whenever any civil action is brought against any Superior Officer covered by this Agreement for any act or omission arising out of and in the course of his/her employment, the Township shall defray all costs of defending such action, and shall furnish counsel for the defense of such action, and the costs of appeal, if any. The Township shall pay any adverse judgment and save harmless and protect the employee from any financial loss resulting from said civil action. The provisions of this Section "A" shall be subject to the provisions of N.J.S.A. 40A:14-155 and the judicial decisions thereunder.

B. Criminal, Civil, Municipal Court, and Superior Court Matters. Subject to the terms of Section "A" above, the Township will reimburse a Superior Officer a maximum attorney hourly rate of up to \$155 per hour in all court matters. Superior Officers will review the Township's list of attorney's before seeking their own counsel, as long as such list is made available to them by the Township. Under special circumstances, if special skills are needed, or the case involves a large legal exposure to the Township or the Officer, the parties will discuss in good faith a higher rate.

ARTICLE 12

WAGES

A. Wages shall be paid to all Superior Officers covered by this Agreement in accordance with Schedule "A" attached hereto and made a part hereof.

B. Wages, and all increments, bonuses or differentials thereto, shall be paid on

alternate Fridays. Additionally, any monetary benefit such as overtime, or any other benefit, the time for payment of which is not otherwise provided for in this Agreement, shall be paid on the next regular pay day following the pay period during which the overtime was worked, or during which the benefit accrued.

C. **Work Period, Work Day and Work Year.**

1. The regular work period for employees shall be as follows:
 - a. For those Superior Officers working a five consecutive days on and two days off schedule ("5-2" schedule), seven (7) consecutive calendar days beginning each Monday.
 - b. For those Superior Officers working the Alternative Schedule (two days on followed by two days off, then three days on followed by two days off, then two days on followed by three days off, fourteen (14) consecutive calendar days.
 - c. For those Superior Officers on the Alternative Schedule the work day shall consist of eleven (11) consecutive hours in any one (1) day of the work period. As part of the work day, each Superior Officer shall be provided with a 45 minute paid meal break but will be available for emergency calls during the break.
 - d. The regular work year shall be the calendar year, during which each Superior Officer shall work a maximum of 2008 hours in exchange for his\her annual wage reflected in Schedule A.

D. **OVERTIME**

1. Compensable hours of work shall include, any time during which the Superior Officer is on duty and subject to the supervision of the Township, and any time away from Police Headquarters under conditions which prevent such officer from using the time for personal activities.

2. Unless expressly provided to the contrary in this Agreement, all hours of overtime shall be compensable with compensatory time. If at any time a Superior Officer accumulates more than 480 hours of compensatory time, all payments to such Superior

Officer for overtime compensation shall be in cash payment only until such Superior Officer's compensatory time accumulation no longer exceeds 480 hours.

3. Any Superior Officer, who is required or requested to return to work after completion of his/her regularly scheduled shift and before the beginning of his/her next regularly scheduled shift, shall be compensated for such call-back time with pay at the premium rate of one and one-half times (1 ½) his/her regular rate of pay for all hours worked.

4. Any Superior Officer who is required to work beyond the end of his/her regularly scheduled shift shall have the option of being compensated for the additional time worked at time and one-half in either cash or compensatory time.

5. Any Superior Officer, who is required or subpoenaed to appear before a Grand Jury, Juvenile Court or other Court (including Municipal Court) or hearing that is at a time other than his/her regularly scheduled work shift, shall be compensated with pay at the premium rate of one and one-half times (1 ½) his/her regular rate of pay for all hours in attendance at Court, for all hours worked. Superior Officers shall be paid for a minimum of three (3) hours, provided such appearance is related to the performance of his/her duties as a Montclair Superior Officer. The Employer reserves the right to require officers to work the entire three (3) hours if the actual time spent in Court is less than three (3) hours.

6. Any Superior Officer required to attend the "Comstat" meetings outside of his or her scheduled work hours will be paid a minimum of three (3) hours of overtime at the premium rate of one and one-half times (1 ½) their regular rate of pay.

7. All officers working a 5-2 schedule shall be permitted to take one day off each month for his/her regularly scheduled work days up to a maximum of nine (9) days each work year, provided the Superior Officer obtains prior approval from the Police Chief or designee

which shall not be unreasonably withheld. During the months of June, July and August no more than three Superior Officers may be scheduled off as provided in Article 8, Section C.

8. The provisions of this Article shall not apply to Superior Officers who voluntarily switch shifts or who voluntarily remain on shift to cover for a Superior Officer reporting to work late.

9. Any Superior Officer who is placed "on call" by the Police Chief, shall receive four (4) hours of compensatory leave as compensation for such "on call" duty. Such Superior Officer will remain within a twenty-five (25) mile radius of the Township of Montclair while "on call."

E. OUTSIDE WORK – "Side Jobs"

Whenever a citizen, business, or governmental agency requests Officer coverage and such work is deemed by the Township to be outside its normal police function and subject to payment by the requesting party (hereinafter "Outside Work" or "Side Job"), then the following shall apply:

1. A list of volunteers shall be first posted at the first change of shift from day to evening shift following receipt of request;

2. All Officers who wish to perform such work must personally sign such sign-up list;

3. Whenever reasonably possible, all Officers wishing to perform this type of work shall be given an equal opportunity at obtaining it and in the event more than the necessary number of Officers sign up, those excluded shall be given a preference for subsequent job offers.

4. None of the above shall apply in the event an emergency request is made.

5. A private Employer may request officer/officers of the Employer's choice provided said officer/officers is/are available for the assignment and provided that notice of said private employment is posted on the bulletin board.

6. Employees shall receive seventy-one (\$71.00) dollars per hour for such outside employment work performed by a contractor or a commercial establishment. The contractor may be required to pay a four (\$4.00) dollar administrative fee to the Township. Employees shall receive sixty-three (\$63.00) dollars for outside work not performed by a contractor or paid directly by the Township. The Contractor shall pay a four (\$4.00) dollar per hour administrative fee to the Township. Officers will be treated as Township Employees while performing the outside work duties. There will be an additional compensation of 10% when a supervisor is required by the Chief of Police. Careful consideration and review of the scope of work and type of job being assigned will be completed by the Chief of Police or his/her designee in an effort to determine if there is need for a supervisor, specifically when four (4) or more officers are being requested at a given location. This will be handled on a case by case basis. A special rate of forty-nine (\$49.00) dollars will be paid to the employee for jobs, which are paid directly by the Township of Montclair, excluding the Parking Utility, Water Department, and Board of Education. In such cases, the four (\$4.00) dollar administrative fee will not be charged, nor collected by the Township. Officers will be treated as Township employees while performing duties in this paragraph.

F. COLLEGE CREDITS.

1. Superior Officers who have received an Associate's Degree or who have achieved at least sixty (60) credits from an accredited institution toward a college degree

shall receive, in addition to regular wages, \$750.00 to be paid by separate check in the first pay period of June. Superior Officers who received a Bachelor's Degree from an accredited institution shall receive, in addition to regular wages, \$1,250.00 to be paid by separate check in the first pay period of June. Superior Officers who received a Master's Degree from an accredited institution shall receive, in addition to regular wages, \$1,500.00 to be paid by separate check in the first pay period of June. Superior Officers will only be eligible to receive the education stipend that corresponds to their highest degree received.

2. Superior Officers attending college shall be given every consideration reasonably possible in scheduling of shifts to accommodate attendance at school.

G. WORK IN HIGHER CLASSIFICATIONS.

A ninety (90) day training period for work in higher ranks exists with no additional compensation to the employee. After completion of this period, if an employee works more than thirty (30) consecutive days in the higher position, he\she will receive the pay of the higher position.

H. Holiday pay and longevity pay shall not be included in the calculation for any rates of pay, including, but not limited to, overtime rates, pay rates, stipends, differentials and daily rates, other than base pay for pension purposes.

I. Effective January 1, 2017, Superior Officers assigned to an Investigative Bureau shall receive an annual stipend of \$1,200.00.

ARTICLE 13

EMPLOYMENT OUTSIDE THE DEPARTMENT

A. POLICY

1. It should be understood by all Township Superior Officers that the employee's position with the Township is to be considered their primary job. Nothing contained herein shall prevent an Employee from engaging in outside employment on off duty hours provided such employment does not conflict with the Employee's Township duties or present a conflict of interest.

2. All Township Employees are prohibited from using any Township tools, equipment, supplies, personnel or facilities in the production or manufacture of goods or in the provision of a service or services which result in a personal gain for the Employee, or his/her private business, monetary or otherwise.

3. No Township employee acting on his/her behalf, or on the behalf of a private business interest, personal or otherwise, shall enter into a contract or understanding with the Township for the production or manufacture of goods or the provision of a service or services, if such contract or understanding presents a conflict of interest.

B. PROCEDURE

1. All Superior Officers shall report, in writing, to the Chief of Police, by January 31st of each year, any outside employment in which they are engaged. Said report shall set forth pertinent information concerning the type of employment, the name and address of the employer, and the hours of employment.

2. The Chief of Police will review all reports of outside employment and

indicate his/her approval or disapproval of such outside employment. No outside employment shall be approved by the Chief of Police if, in his/her judgment, there is a reasonable probability, that such outside employment will interfere with an employee's performance, or compromise an employee's position with the Township due to a conflict of interest.

3. The Chief of Police shall deliver such outside employment reports and requests to the Township Manager along with his or her reason(s) for approval or denial. The Township Manager shall review such reports and requests and indicate his/her approval or disapproval by attaching his/her signature thereto.

4. The Township Manager will notify, in writing, any employee who engaged in outside employment or private business, or wishes to engage in outside employment or private business, which is determined to be inconsistent with the Township's policies or presents a conflict of interest. Such employee(s) will refrain from such outside employment or private business or be subject to disciplinary action.

5. In the event that an employee has engaged in certain outside employment for a period of not less than one year, wherein no complaints have been registered concerning interference with said employee's performance or compromise of said employee's position, there shall exist a presumption that said outside employment does not create an impermissible conflict of interest. In the event of a material change in an officer's job-related circumstances, the presumption stated above shall not foreclose a review by the Chief of Police of the officer's report of outside employment. In such case, the Chief of Police shall indicate his/her approval or disapproval of such outside employment based on the new set of circumstances.

6. Disputes as to decisions made under this Article shall be subject to the parties' grievance procedure, as set forth in Article 16 of the Agreement. The parties, however, will proceed directly to arbitration pursuant to Step 3 of the Grievance procedure.

7. The unsuccessful party shall be responsible for all arbitration fees.

ARTICLE 14

SICK LEAVE AND INJURY LEAVE

A. The amount of sick time earned annually will be 107.25 hours to be used for non-occupational injury or illness. Employees will be allowed to use up to 41.25 hours of sick time per calendar year for the care of a family member. Employees will be allowed to accumulate all unused sick time from year to year. All sick time accumulated prior to the first day of this Agreement and thereafter shall be converted to hours based on 8.25 hours for each banked sick day.

B. In the first week of January of each year, or as soon thereafter as practicable, the Employer shall provide each officer with a written statement of account as to the number of sick leave days used in the previous year and the balance of sick leave days accumulated to date.

C. Unused accumulated sick leave shall be paid to the Superior Officer or his/her estate, heirs or next-of-kin at time of the officer's separation of employment due to illness, disability, retirement or death at the officer's current rate of pay. The total accumulation of unused sick leave paid shall not, in any event exceed:

For Superior Officers whose employment commenced
On or after 1/1/1963 and up to 6/30/1994.....1072.5
hours

For Superior Officers whose employment commenced on or after
7/1/1994, payment for accumulated and unused days shall not exceed

\$21,432.00

For Superior Officers who became members of Superior Officers Association, Local #53A on or after full ratification of this Agreement, their total accumulation of unused sick leave shall not, in any event, exceed \$15,000.00 if said Officer's value of accumulated sick leave as of 12/20/2016 is below said amount. If said Superior Officer's value of accumulated sick leave as of 12/20/2016 is more than \$15,000.00 but less than \$20,264.00, said accumulation shall be set at said amount. If said Superior Officer's value of accumulated sick leave as of 12/20/2016 is \$20,264.00 or higher, said total accumulation shall be set at \$20,264.00

Thereafter increases are reflective of percentage increases in wages.

D. Superior Officers who are injured or become ill due to job related reasons shall suffer no loss of pay nor shall sick leave be charged against them until such officer begins to receive disability retirement or returns to work, whichever is earlier. Payments to the State pension system and health benefits shall be continued during this period.

E. Family leave shall be granted to an officer consistent with federal and state law.

F. Employees who are injured while working, whether slightly or severely, must make an immediate report within eight (8) hours thereof to the Department Head.

G. Sick Leave is hereby defined to mean absence from post or duty because of illness, injury or exposure to a contagious disease requiring isolation.

H. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

I. No employee shall be allowed to work or endanger the health and well-being of other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Department Head, or his/her designee, may direct the employee to the Township physician for an opinion as to the Employee's eligibility to be absent from work.

J. Subject to the requirement that there must be a reasonably identifiable or perceived pattern of sick leave abuse, sick leave with pay shall not be allowed under the following conditions:

1. When the employee, under medical care, fails to carry out orders of the attending physician.

2. When in the opinion of the Township's medical physician the employee is ill or disabled because of self-imposed contributory causes or actions contrary to the code of conduct.

3. When in the opinion of the Township's medical physician the disability or illness is not of sufficient severity to justify the employee's absence from duty.

4. When an employee does not report to the Township's physician as ordered by the Department Head.

K. The recommendation of the Township's medical physician as well as those of the attending physician, as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Department Head or his/her designee. The Department Head, or his/her designee, reserves the right in such cases where there is a difference of professional opinion between the Township physician and the personal physician, to require the employee to submit to an examination by a third doctor. With respect to the third doctor, the employee agrees to submit such bill to the insurance carrier for reimbursement. The Township shall pay that portion not reimbursed.

L. In charging an employee with sick leave, the smallest unit to be considered is eight hours for Superior Officers who work an eight hour day or eleven hours for Superior Officers who work an eleven hour day. In the absence of any record of abuse, any Superior

Officer who work an eight hour work day who works three (3) or more hours of their assigned shift or any Superior Officer who works an eleven hour shift who works four and one half (4 ½) hours of their assigned shift but is taken ill and unable to complete the shift, will not be charged sick time and will suffer no loss of pay.

M. If an employee is absent from work for reasons that entitle him to sick leave, the Department Head, or his/her designee, shall be notified as early as possible, but not later than one

(1) hour prior to the start of the scheduled work shift: from which he/she is absent except in extenuating circumstances (i.e., car accident). Failure to so notify the Department Head, or his/her designee, may be cause for denial of the use of sick leave for the absence and constitute cause for disciplinary action. An employee who is absent for (2) consecutive days or more and who does not notify the Department Head during the first two (2) days may be subject to dismissal barring extenuating circumstances.

N. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

O. Any employee who calls in sick to engage in outside employment shall be subject to disciplinary action.

P. In cases of reported illness or disability which does not require hospitalization, employees who have documented sick time abuse in accordance with Article 14, shall remain at his/her residence unless authorized in writing by the attending physician to leave his/her residence. Should it become necessary for the employee to visit a doctor or drug store, he/she shall notify the Department Head. Absence from his/her residence by an employee with documented sick time abuse in accordance with Article 14 without prior notification shall be

cause for disciplinary action. An employee may not engage in outside employment while on sick leave without written permission of the Police Chief.

Q. The purpose of the aforementioned sick leave language is to make it difficult for potential sick time abusers to abuse their time. The parties specifically recognize that the question of what constitutes abuse is subject to the contractual grievance and arbitration clauses. It being further understood that the Employer shall exercise reasonable discretion in the first instance.

R. For Superior Officers working the Alternative Schedule the Township will award five and one-half (5 ½) hours of compensatory time to those Superior Officers as a bonus day for each calendar quarter of perfect attendance. (A calendar quarter is defined as January – March, etc.). An additional bonus day (11 hours) will be awarded to Superior Officers with perfect attendance for the full calendar year, for a maximum of three (3) bonus days equivalent to thirty-three (33) hours earnable in a calendar year (i.e., ½ day for each quarter of perfect attendance and one bonus day for perfect year).

For employees working the 5-2 schedule, the Township will award one-half (½) day equivalent to four (4) hours for each calendar quarter of perfect attendance. Calendar quarter is defined above. An additional two (2) bonus days will be awarded to employees for perfect attendance for the full calendar year, for a maximum of four (4) bonus days equivalent to thirty-two (32) hours earnable in a year.

Bonus days shall be utilized in the same manner as compensatory leave.

S. Superior Officers may donate accrued sick time, up to a maximum of 82.5 hours per donor per year to another employee covered by this Agreement, who suffers from a catastrophic illness or injury, after the sick/injured employee has exhausted all of his or her sick

time, vacation time and time owed subject to the following:

1. The donor employee must utilize time from his or her accumulated hours.
2. No hours that are donated shall be paid to the donee at the time of retirement.
3. In no event shall this provision provide a benefit window greater than one full year commencing from the date the employee first utilized his or her sick time as a result of this catastrophic injury or illness.
4. Any hours donated shall correspondingly reduce the number of hours to be paid to the donor at time of separation as delineated in Article 14 section C of this Agreement for employees hired prior to June 30, 1994. For those hired after July 1, 1994, as delineated in Article 14, compensation shall be reduced by an amount equal to one hour of pay at the time of separation for each hour donated.
5. Unused donated sick leave will be banked to be available for use by a future member in need.
6. The Superior Officer receiving sick time must apply and qualify for disability benefits and the donated hours will be utilized to keep the employee current in the pension system and other necessary deductions.

ARTICLE 15

DISCHARGE OR SUSPENSION

No employee shall be disciplined or discharged without just cause.

ARTICLE 16

GRIEVANCE PROCEDURE

- A. A grievance is any complaint arising with respect to wages, hours of work or

other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

B. Complaints may be initiated by an individual employee to the Police Chief or his/her Deputy. If the complaint is not adjusted satisfactorily at this stage and the employee seeks to file a grievance, it shall be presented by the authorized S.O.A. representative.

C. When the S.O.A. presents a grievance to the Township on its behalf or the behalf of an employee or group of employees, such grievance shall be presented as follows (all references below to days shall not include, for computation purposes, weekend days and/or holidays):

Step 1. The President of the S.O.A. or his/her duly authorized and designated representative shall present the grievance in writing and discuss it orally with the Police Chief or his/her designee, within thirty (30) days of the event giving rise to the grievance. The Police Chief shall answer the grievance in writing within five (5) days.

Step 2. If the grievance is not resolved at Step 1, the grievance may be presented in writing to the Township Manager and/or his/her designee within three (3) days of receipt of the Chief's written decision. The Township Manager or his/her designee shall meet with the S.O.A's representative for the purpose of discussing the grievance within seven (7) days of presentation of the written grievance. The Township Manager and/or his/her designee shall answer the grievance in writing within seven (7) days after meeting with the representatives of the S.O.A.

Step 3. If the grievance has not been settled to the satisfaction of the parties at Step 2 of the Grievance Procedure, the S.O.A. may demand arbitration of the grievance in accordance with Article XVII, "ARBITRATION" hereinafter set forth. Failure of the S.O.A. to

proceed to the next step within the appropriate time frame shall be deemed a waiver of the grievance. In the event the Township's agent(s) fail to respond in writing within the times provided above, the grievance shall move to the next step. All employees shall continue to observe all assignments and rules and regulations during the pendency of a grievance and until it is fully determined, except where an imminent danger to safety and health exists to the employee(s).

ARTICLE 17

ARBITRATION

A. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement not settled by the Grievance Procedure as herein provided, may be referred by the S.O.A or the Employer to an arbitrator as hereinafter provided.

B. Within thirty (30) calendar days of receipt of the Employer's decision at Step 3, the aggrieved party must file for arbitration. Failure to file within this period shall be deemed a waiver of the grievance. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. The party demanding arbitration shall request the New Jersey Public Employment Relations Commission or the New Jersey State Board of Mediation to appoint an arbitrator to hear the arbitration in the manner set forth in the Rules or Regulations of either such agency.

C. The decision of the Arbitrator shall be in writing and shall include the reasons for

such finding and conclusion.

D. The decision of the Arbitrator shall be final and binding on the S.O.A. the employee(s), and the Employer.

E. The costs of the services of the Arbitrator shall be borne equally by the Employer and the S.O.A.

F. The parties direct the Arbitrator to decide when asked, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

ARTICLE 18

ACCESS TO PERSONNEL FILES: ACCESS TO TEST INFORMATION

A. The Employer agrees to permit each employee full inspection and examination, without restriction, of his\her personnel file at least once during each calendar year upon reasonable advance request to the Township. When an Employee wishes to view his\her personnel file he\she must make a request to the Township's Human Resources Office. The Human Resources Office shall notify the requesting Employee in writing with the date and time the Employee can review the file. A copy of the notice shall be sent to the Police Chief by the Human Resources Office. The inspection shall take place in a private place provided by the Employer at reasonable business hours during the day. The Employer may require that such inspection and examination take place in the presence of the Human Resources Director and\or his\her designee, and the Employee may, at his\her option, have a third party present during the inspection. Employees can request copies of items in their personnel file within a reasonable time frame after inspecting same. The Employer will provide the copies within a reasonable

period of time. Employees will require that only necessary items will be copied. When the Employee requests information to be included in their personnel file, said request must be made through the Police Chief. Whenever a new item is placed into an Employee's personnel file, the Employee shall be notified and given the opportunity to review the document, as evidenced by the Employee's signature and date. If the Employee elects, he\she may respond to the document in writing within five (5) calendar days and this writing shall be filed with the new document in the personnel file.

B. Whenever a promotional examination or procedure is given in the Police Department, the following procedures shall be used:

1. prior to giving an examination, the Employer shall inform the S.O.A. about the nature of the exam and the composition of the test;
2. the Employer shall give due consideration to the objections, comments and suggestions of the S.O.A. with regard to the testing procedure;
3. failure to comply with (1) and (2), above, shall render the examination null and void;
4. after the examination, every officer taking the exam shall have the right to see his\her own test score or rating and shall have the right to know how he did on each part of the exam or rating relative to the others who received the promotion.

C. The parties agree to reevaluate the promotional procedure to insure fair and just award of promotions.

ARTICLE 19

SENIORITY

A. Purpose.

1. "Seniority" shall mean an officer's length of continuous service with the Employer as a sworn officer, including any service which must be credited under applicable state

law. "Continuous service" shall not be broken by time lost due to authorized leave of absence, layoff less than one year or absence for a bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Department's physician. 2. Superior Officers hereunder shall be governed by seniority for purposes of lay-off and recall, scheduling of vacations and any other conditions of employment which by custom and usage in labor relations are so governed by seniority.

B. Layoffs.

1. In the event of lay-off, seniority shall be as follows:

First: by rank; and

Second: by time in grade

2. When a lay-off occurs, the least senior officer in the classification affected shall be laid off first. In the event such officer is more senior than one or more officers in a different classification, he shall be permitted to bump the least senior officer in such different classification.

3. So long as one or more officers are on a lay-off status, the Employer shall not:

- a. hire any other officers on either a temporary or permanent basis, or
- b. direct any other Employees outside of the recognized bargaining unit to perform bargaining unit work except in the case of emergency other than emergency created by the Employer laying off officers. For purposes of this Section, "Emergency" means a sudden, urgent, unforeseen occurrence or occasion requiring immediate action, such as in the case of fire or serious car accident.

C. Recall.

1. Officers on lay-off status shall be recalled in the inverse order of layoff.
 2. In the event of recall, the Employer shall serve written notice, by registered mail, return receipt requested (addressee only), upon the S.O.A. and the officer affected, directing such officer to report back to work within five (5) work days after receipt.
- E. Seniority shall be broken only under the following circumstances:
1. Voluntary termination,
 2. Layoff in excess of one (1) year,
 3. Termination for justifiable cause, or
 4. Failure to report back to work within five (5) work days after receipt of notification of recall.

ARTICLE 20

ASSOCIATION RIGHTS

All the rights, privileges, benefits and practices which the employees covered by this Agreement enjoyed prior to this Agreement are retained by the employees, except as those rights, privileges and benefits are specifically abridged or modified by this Agreement.

ARTICLE 21

BILL OF RIGHTS

Superior Officers covered by this Agreement hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the Township. The wide-ranging powers and duties given to the Police Department

and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by supervisory personnel. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, and once the investigation enters an accusatory stage or when written reports are required, the following rules are hereby adopted:

1. The interrogation of a Superior Officer shall be at a reasonable hour, preferably when the member involved is on duty.

2. The Superior Officer shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the Superior Officer of the allegations should be provided. If it is known that the Superior Officer is being interrogated as a witness only, he should be so informed at the initial contact.

3. The questioning shall be reasonable in length. He/she should be allowed to have a S.O.A. representative present if he/she so desires. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

4. The complete interrogation of the Superior Officer shall be recorded mechanically or by a department stenographer. There will be no "OFF THE RECORD" questions. All recesses called during the questioning shall be recorded.

5. The Superior Officer shall not be subject to any offensive language, nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions.

6. If a Superior Officer is under arrest or is likely to be, that is, if he\she is a suspect or the target of a criminal investigation, he\she shall be given his\her rights pursuant to the current decisions of the United States Supreme Court.

7. In all cases and in every stage of the proceedings the Police Department shall afford an opportunity for a Superior Officer , if he\she so requests, to consult with counsel and\or his\her S.O.A. representative(s) before being questioned concerning a violation of the Rules and Regulations.

8. Within thirty (30) days of the conclusion of investigation of a Superior Officer, the employee will be provided with written notification as to any determinations made as a result of the investigation.

ARTICLE 22

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Employer or by any of its agents against the S.O.A. or against the employees represented by the S.O.A. because of membership or activity in the S.O.A. There shall be no discrimination or coercion by the S.O.A. or any of their agents against any employees covered by this Agreement because of membership or non-membership in the S.O.A. The Employer shall refrain from showing preferential treatment towards any particular employee. The Employer shall not discriminate in favor of, or assist, any other labor or police organization which in any way affects the S.O.A.'s right as certified representative for the period during which the S.O.A. remains the certified representative of the Employees. The Employer and the S.O.A. agree to adhere to all State and federal laws regarding discrimination. The Township will cooperate with the S.O.A. with respect to all reasonable requests concerning the S.O.A.'s responsibilities as certified representative.

ARTICLE 23

MUTUAL AID

A. Employees while rendering aid to another community are fully covered by worker's compensation and liability insurance and pensions as provided by State law.

B. The Employer and the S.O.A. agree to abide by all laws regarding mutual aid.

ARTICLE 24

EQUIPMENT

A. At the request of either the Employer or the S.O.A., a committee will be formed to assist and if needed, advise the Police Chief in the selection of new equipment.

B. In the event an Officer observes an unsafe condition in the equipment he\she is being instructed to use, he\she shall report this immediately to his\her immediate supervisor. If his\her supervisor disagrees with the officer's determination and instructs him to continue to use such equipment, the officer shall comply with his\her supervisor's order, provided the order is put in writing and signed by such supervisor. Such incident shall, as soon as possible, be reported to the Chief of Police, or his\her representative, who shall immediately conduct his\her own investigation and determine whether the equipment complained of is safe. If the Police Chief, or his\her representative, agrees that the equipment is unsafe, the equipment shall not be operated until restored to safe operating conditions or, if necessary, replaced. If the Police Chief finds that the equipment is safe, then he\she will express such opinion in writing and direct all officers to continue to operate the equipment.

C. The Employer shall reimburse police officers for the use of their personal cars on police business. Effective June 9, 2016, the reimbursement rate shall be the rate utilized by the United States Internal Revenue Service. The Employer shall endeavor to provide accessible off-

street parking for personal vehicles when the officers are on duty.

D. In the event an officer observes an unsafe condition in a certain automobile which he\she is being instructed to use, he\she shall report this immediately to his\her immediate supervisor and said car will remain unused until a determination can be made as to the safety of said automobile. Such incident shall, as soon as possible, be reported to the Chief of Police, or his\her representative, who shall immediately conduct his\her own investigation and determine whether the automobile complained of is safe. If the Police Chief, or his\her representative, agrees that the car is unsafe, the car shall not be operated until restored to safe operating conditions or, if necessary, replaced. If the Police Chief, or his\her designee, finds that the car is safe, then he\she will express such opinion in writing and direct all officers to continue to operate the car.

ARTICLE 25

SCHEDULES

A. The Employer shall publish work schedules assigning each officer to his\her regularly scheduled shifts at least one month in advance. Schedules will be made available to all members via the VSS scheduling program, or similar digital program.

B. Once published, work schedules shall not be changed without at least one (1) week's notice, except in the case of illness, injury or emergency. In the event at least one week's notice is given, then the provisions of Section C below shall not apply.

C. The Employer shall have the right to change an employee's scheduled shift hours on any day which is a scheduled working day for the employee in order to provide necessary manpower coverage. In the event such change requires that an employee report to work or remain on duty at a time or times when such hours are part of scheduled time off, the employee

will be paid at the rate of time and one-half for the hours worked which are scheduled time off.

D. Superior Officers shall work an Alternative Schedule which will provide for a steady tour of duty without change for a period of six (6) months. Tours will be selected by the Superior Officers on the basis of seniority and approved by the Chief of Police. Tour selections shall be made by the first week of April and October of each year. The schedule will be employed for all Superior Officers with the exception of current steady day officers, all detectives and all others assigned to a five on and two off (5 -2) schedule.

E. The Alternative Schedule shall consist of 11-hour shifts for all personnel assigned to the Patrol Division as follows:

- a. Group 1 – a 24-hour time period broken down into 4 squads

Platoon A

- 1) Squad 1 – 0500 – 1600
- 2) Squad 2 – 0800 – 1900

Platoon B

- 3) Squad 1 – 1530 – 0230
- 4) Squad 2 – 1830 – 0530

- b. Group 2 – a 24-hour time period broken down into 4 squads

Platoon A

- 1) Squad 1 – 0500 – 1600
- 2) Squad 2 – 0800 – 1900

Platoon B

- 3) Squad 1 – 1530 – 0230
- 4) Squad 2 – 1830 – 0530

- c. The Groups above will work the following 14 day rotation:
 - Two days on, followed by two days off, then
 - Three days on, followed by two days off, then
 - Two days on, followed by three days off
- d. Superior Officers working the Alternative Schedule outside the hours of their scheduled tour of duty will be compensated at time and one-half pay.
- F. Squads shall be selected once a year.
- G. Training – Any outside police related training (Police Academy, etc.) will be handled in one of the following methods, depending on the duration of the training:
 - a. Week long training classes – Superior Officers assigned to a one or more week long program will be credited with working a 40-hour work week, consistent with non-patrol personnel and current policy.
 - b. The parties will continue the current practice with respect to whether the Superior Officers attending single or multiple day training courses less than a week (5 days) in duration will be required to finish their regular schedule tour of duty following the completion of training.

ARTICLE 26

SAVINGS CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by Legislative act or any court of competent jurisdiction, or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 27

TABLE OF ORGANIZATION

In the event the Employer intends to change the Table of Organization for the Police Department, in any manner, the Employer shall give notice to the S.O.A. President via e-mail or other type of recorded messaging.

ARTICLE 28

CREDIT UNION

Superior Officers who wish to participate in the Newark Police Federal Credit Union, shall notify the Township to make deductions from his/her pay as indicated in his/her written authorization form which he/she shall file with the Township's Department of Finance. Employees may elect to participate in the credit union or make changes to their deductions once each year. The S.O.A. agrees to indemnify and hold harmless the Township from any causes of action, claims, loss, or damages incurred as a result of any action it takes in conjunction with this Article.

ARTICLE 29

CONTINUING POLICE EDUCATION

A. The Chief or his/her designated representative shall distribute to the appropriate shift/bureau commanders, personally or via e-mail, any training opportunities that become available.

B. The Police Chief ultimately shall select those Superior Officers who shall actually attend the course, lecture, etc. If the Police Chief determines that the Superior Officer's attendance is not in the best interests of the Police Department, the Chief will provide a written statement to the officer explaining the basis for the denial.

C. Police training is the responsibility of the Chief of Police and shall be under his/her direction. However, since continuing police education is desirable, if not mandatory, for every officer in the Department, it is recognized that the S.O.A. has an obligation to insure that such program is offered to each member of the negotiating unit, at least to some degree. The Police Chief shall accommodate this interest.

ARTICLE 30

PHYSICAL ASSESSMENT/EXAMINATIONS OF EMPLOYEES

A. The Employer will provide written notice to each Superior Officer that a physical assessment/examination has been scheduled. Written notice must be provided to the Superior Officer not less than two (2) weeks prior to the date of the assessment/examination. The written notice will set forth the date, time, location and the approximate duration of the examination, as well as reasonably sufficient detail of the assessments which will be performed. The notice will also include the identity of the individual(s) conducting the examination, as well as a statement setting forth their qualifications, degrees, etc. The Superior Officer's personal physician will be given the opportunity to confer with the person(s) administering the examination to discuss the physical and/or limitations of the employee.

B. During the administration of the examination, as well as travel to and from the examination facility (provided such travel is expeditious and without diversion), the Superior Officer shall be deemed to be "on duty" during such time. The applicable worker's compensation statutes will apply to an employee while attending or participating in this physical examination if otherwise off duty.

C. The Employer will not request or demand that the Superior Officer execute any form of waiver as a prerequisite to submitting to the examination or for any other reason.

Following the examination, the results will be forwarded by the facility to the Township who will then distribute them to the Superior Officer.

ARTICLE 31

FULLY-BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 32

DURATION

- A. This Agreement shall be in effect from the first day of January 2016 until the 31st day of December 2019, or the date on which a substitute agreement is executed.
- B. Collective negotiations for a successor agreement shall commence in accordance with the rules and regulations of the Public Employment Relations Commission.
- C. When a new agreement is reached pursuant to Section B above, a contract will be prepared by the Employer within twenty (20) days thereof after delivery of the proposed contract the S.O.A. will have ten (10) days to either execute same or request drafting changes. If the contract is executed by the S.O.A., the execution of the contract and all items of agreement, together with the retroactive payment, will be implemented by the Employer not later than forty-five (45) days from such execution by the S.O.A. After forty-five (45) days from the date of execution of the contract by the S.O.A., interest will run at the rate of 5% per annum on all amounts due.

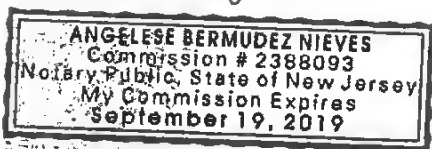
D. The Employer will provide a digital copy (preferably as a "Word" document) of this contract to the S.O.A. The Employer shall insure that one copy of this contract will be kept and maintained at Police Department Headquarters at all times.

E. Except as otherwise specified, all amounts to be paid by the Employer under the terms of this Agreement must be paid not later than the second pay period after the budget is formally adopted.

IN WITNESS WHEREOF the parties have hereto affixed their signatures this 8 day of September 2017.

ATTEST:

An. Bermudez Nieves



ATTEST:

[Signature]

TOWNSHIP OF MONTCLAIR,
IN THE COUNTY OF ESSEX

[Signature]

Timothy F. Stafford, Esq.
Acting Township Manager

MONTCLAIR SUPERIOR OFFICERS'
ASSOCIATION, LOCAL NO. 53A

[Signature]
Daniel Eng, President

SCHEDULE A

Sergeant	1/1/2016	1/1/2017	1/1/2018	1/1/2019
1 st Year	107,506	109,656	109,656	109,656
2 nd Year	113,467	115,736	118,051	120,412
Lieutenant				
1 st Year	123,545	126,016	126,016	126,016
2 nd Year	130,488	133,097	135,759	138,474
Captain				
1 st Year	142,037	144,878	144,878	144,878
2 nd Year	150,059	153,061	156,122	159,244

SCHEDULE B

VACATIONS

<u>YEARS OF SERVICE</u>	<u>HOURS OF VACATION LEAVE</u>		
	<u>Sergeants</u>	<u>Lieutenants</u>	<u>Captains</u>
After 3 years	123.75	132	140.25
From 4 through completion of 5 years	132	140.25	148.5
From 6 through completion of 9 years	140.25	148.5	156.75
From 10 through completion of 11 years	148.5	156.75	165
From 12 through completion of 13 years	156.75	165	173.25
From 14 through completion of 17 years	165	173.25	181.5
From 18 through completion of 19 years	173.25	181.5	189.75
From 20 through completion of 21 years	181.5	189.75	198
From 22 through completion of 24 years	189.75	198	206.25
From 25 years and over	214.5	222.75	231

Entitlement of vacations shall be determined each January 1st, on the basis that any officer with an anniversary during that year, which provides a greater entitlement, shall be eligible to take such greater vacation period as of that January 1st.

Vacation leave shall be prorated during first and last year of service except as provided in Article 8, paragraph D.